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Application No.: 09/593,352 Filing Date: 6/14/2000  
Inventors: Douglas W. Raymond; Richard D. Fleming  
Assignee: Landrex Technologies Co., Ltd.  
Examiner: Wong, Allen C. Art Unit: 2613  
Attorney Docket No.: M-15703 US

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San Jose, California

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST**

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified patent and to transact all business in the United States Patent and Trademark Office in connection therewith:

**Customer No. 32605**

Please address all correspondence and telephone calls regarding this application to:

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MacPherson Kwok Chen & Heid LLP  
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Application No. 09/593,352

**ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(b)**

The undersigned representatives of the above-identified assignees certify that they are the assignees of the entire right, title and interest in the above-identified patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignees as shown below:

1. From: John B. Burnett

To: Teradyne, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 012408, Frame 0355.

2. From: Teradyne, Inc.

To: Landrex Technologies Co., Ltd.

A copy of the assignment document is attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: Dec. 13, 2004

Landrex Technologies Co., Ltd.

By: 

(Signature)

Name: David Tsai  
(Printed or Typed Name)

Title: President

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TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

## 1. Name of conveying parties:

(a) Teradyne, Inc.

Additional name(s) of conveying party(ies) attached?

 Yes No

## 3. Nature of Conveyance:

 Assignment  Merger Security Agreement  Change of Name Other Asset Purchase AgreementExecution Date: February 22, 2004

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s) -

09/593,352; 09/605,289; 09/605,354; 10/385,079; 10/026,396

B. Patent No.(s) 5,760,893; 5,903,353; 5,862,973; 6,222,630; 6,173,071; 6,542,630; 6,552,783; 5,245,421; 4,978,220; 5,060,065; 5,260,779; 5,517,235; 6,621,566; 5,657,075; 6,760,471

Additional numbers attached?

Yes

No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edward C. KwokInternal Address: MACPHERSON, KWOK CHEN & HEID LLPStreet Address: 1762 Technology Drive, Suite 226City San Jose State CA Zip 951106. Total number of applications and patents involved: 207. Total fee (37 CFR 3.41): \$800.00 Authorized to be charged to Deposit Account 50-2257. Charge Deposit Account 50-2257 for any additional fees required for this conveyance and credit deposit account 50-2257 any amounts overpaid

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## 8. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Edward C. Kwok 33,938

Name of Person Signing

Signature

10/26/2004

Date

Total number of pages comprising cover sheet: 14

**ASSET PURCHASE AGREEMENT**

**dated as of**

**February 22, 2004**

**by and between**

**TERADYNE, INC.**

**and**

**LANDREX TECHNOLOGIES CO., LTD.**

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*[Signature]*

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## **Exhibits**

<b>Exhibit A</b>	Assignment Agreement
<b>Exhibit B</b>	Exclusive Patent Sublicense Agreement
<b>Exhibit C</b>	License Agreement
<b>Exhibit D</b>	Disclosure Schedules

## **Schedules**

<b>Schedule 2.01(a)</b>	Personal Property, Inventories and Equipment
<b>Schedule 2.01(b)</b>	Contracts
<b>Schedule 2.01(d)</b>	Seller's AOI Proprietary Rights
<b>Schedule 2.03(c)</b>	Seller's Liabilities
<b>Schedule 2.06</b>	Transferred Information
<b>Schedule 2.07</b>	Allocation Statement
<b>Schedule 3.04</b>	Consents
<b>Schedule 3.05</b>	Permitted Liens
<b>Schedule 3.10</b>	Infringement Claims

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of February 22, 2004, by and between Teradyne, Inc., a Massachusetts corporation ("Seller"), and Landrex Technologies Co., Ltd., a Taiwanese corporation ("Buyer").

### WITNESSETH:

WHEREAS, Seller designs, markets and sells the AOI Product Lines (as defined below); and,

WHEREAS, Buyer desires to purchase from Seller the AOI Product Lines, and Seller desires to sell to Buyer the AOI Product Lines, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

1.01. **Definitions.** (a) The following terms, as used herein, have the following meanings:

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Ancillary Agreements" means, collectively, the Assignment Agreement, the License Agreement and the Exclusive Patent Sublicense Agreement.

"AOI Product Lines" means Seller's Optima series of automated optical inspection systems, consisting of the Automated Optical Inspection system (7300 series) and the Optical Process Test system (7200 series).

"Assignment Agreement" means the agreement to be executed by Buyer and Seller, in the form attached hereto as Exhibit A, with respect to the assignment by Seller of the Purchased Assets.

"Exclusive Patent Sublicense Agreement" means the agreement to be executed by Buyer and Seller, in the form attached hereto as Exhibit B, whereby Buyer shall have sublicense rights with respect to technology related to certain products within the AOI Product Lines.

"License Agreement" means the agreement to be executed by Buyer and Seller, in the form attached hereto as Exhibit C, whereby Seller shall license back from Buyer at no cost

*D. T. L.*

**IN WITNESS WHEREOF**, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**TERADYNE, INC.**

By: \_\_\_\_\_

Name: Gregory R. Beecher  
Title: Vice President and CFO

**LANDREX TECHNOLOGIES CO., LTD.**

By: \_\_\_\_\_

Name:  
Title:

**IN WITNESS WHEREOF**, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**TERADYNE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANDREX TECHNOLOGIES CO., LTD.**

By:   
Name: David Tsai  
Title: President

## EXHIBIT A

### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of February, 2004, by and between Teradyne, Inc., a Massachusetts corporation ("Seller"), and Landrex Technologies Co., Ltd., a Taiwanese corporation ("Buyer").

#### RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement") by and between Seller and Buyer, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain of the assets of Seller, and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed to assume certain liabilities of Seller;

NOW, THEREFORE, in consideration of the consummation of the transactions contemplated by the Asset Purchase Agreement, the mutual covenants and commitments set forth therein and below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Purchased Assets. Effective as of the date hereof and subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, Seller does hereby sell, assign, transfer, set over and convey to Buyer all of Seller's right, title and interest in and to the Purchased Assets, free and clear of all Liens other than the Permitted Liens.

2. Assumption of Assumed Liabilities. Effective as of the date hereof and subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, Buyer does hereby accept and assume the Assumed Liabilities and agrees to assume and to pay, perform and discharge the Assumed Liabilities, in accordance with their respective terms.

3. Representations and Warranties. By acceptance hereof, Buyer acknowledges that Seller makes and has made no warranty or representation with respect to the Purchased Assets, except as set forth in the Asset Purchase Agreement.

4. Perfection of Assignment. For a period of one (1) year following the Closing Date, Seller will cooperate with Buyer, at Buyer's sole cost and expense, in the filing and execution of any and all documents and the taking of any and all other actions necessary to perfect and effectuate the assignment of the Purchased Assets, including but not limited to the U.S. and foreign patents and patent applications being assigned to Buyer and listed in Schedule A-1 hereto (the "Patent Rights"). With respect to the assignment of the Patent Rights, Seller specifically agrees to cooperate with Buyer, at Buyer's sole cost and expense, in the filing of assignments or other transfer of title covenants with the U.S. Patent and Trademark Office and foreign patent offices as applicable. Within ninety (90) days from the Closing Date, Seller will (a) jointly with Buyer notify all patent

agents and attorneys handling the prosecution of the Patent Rights to contact Buyer and, if Buyer so instructs, provide, at Buyer's sole cost and expense, a status update on the Patent Rights and to prepare, at Buyer's sole cost and expense, the documents necessary to transfer the Patent Rights to Buyer; and (b) use commercially reasonable efforts to transfer to Buyer all files and supporting documents relating to the Patent Rights and in Seller's possession, including, but not limited to, all initial invention and disclosure documents prepared by or at the direction of Seller and all documents sent by Seller to the U.S. Patent and Trademark Office and foreign patent offices.

5. Binding Obligation. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may be amended only by a written instrument executed by the parties or such successors and assigns.

6. Definitions and Interpretation. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Asset Purchase Agreement. This Assignment Agreement shall be construed consistently with the Asset Purchase Agreement and any inconsistencies between this Assignment Agreement and the Asset Purchase Agreement shall be resolved by reference to the Asset Purchase Agreement.

7. Further Actions. Buyer and Seller hereby agree to execute any and all further documents and to take any and all further actions as either of them may reasonably request in order to effectuate fully the provisions of this Assignment Agreement and the Asset Purchase Agreement.

8. Governing Law. This Assignment Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflicts of law.

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Schedule A-1

Patent Rights

1112 US Patent No. 5760893  
1112 US Patent No. 5903353  
1121 CA App. No. 2175696  
1122 US Patent No. 5862973  
1141 US Patent No. 6222630  
1141 EP App. No. 99930219.3  
1165 US Patent No. 6173071  
1295 US Patent No. 6542630  
1295 CN App. No. 00812857.X  
1295 EP App. No. 965001.1  
1295 JP App. No. 2001-523845  
1354 US Patent No. 6621566  
1354 CN App. No. 1816714.4  
1354 IL App. No. 155151  
1354 JP App. No. 2002-532907  
1355 US App. No. 09/602272  
1355 TW App. No. 90113560  
1356 US App. No. 09/593352  
1356 CN App. No. 1811191.2  
1356 TW Patent No. 178070  
1372 US App. No. 09/605289  
1372 CN App. No. 1812077.6  
1372 CZ App. No. 2002-4260  
1372 EP App. No. 1950459.6  
1372 HU App. No. P0301721  
1372 JP App. No. 2002-506564  
1372 KR App. No. 2002-7017920  
1372 PL App. No. PCT/US01/20238  
1372 TW App. No. 90115715  
1373 US App. No. 09/605354  
1373 CN App. No. 1811936.3  
1373 JP App. No. 2002-506094  
1373 KR App. No. 2002-7017917  
1373 SG App. No. 200207840-0  
1373 TW Patent No. 180400  
1374 US Patent No. 6552783  
1374 CN App. No. 01810785.0  
1374 EP App. No. 1950394.5  
1374 JP App. No. 2002-506079  
1374 KR App. No. 2002-7017827  
1374 TW App. No. 90115528  
1517 US App. No. 10/385079

1519 CA App. No. 2446259  
1519 CN App. No. 02811872.3  
1519 EP App. No. 2736656.6  
1519 SG App. No. 200306489-6  
1519 PCT App. No. 02/14195  
1540 US App. No. 10/026396  
1562 TW App. No. 92101121

To the extent that and/or in the event that the following patents are assigned to Landrex by Teradyne or an affiliate of Teradyne, they are included in the Patent Rights. These patents may be subject to a security interest in the patent(s) from Teknowledge Inc. to Bridge Bank.

CA No. 1313913 (Case 1116)  
JP No. 2958014 (Case 1116)  
US No. 4978220 (Case 1117)  
CA No. 1301947 (Case 1117)  
JP No. 3026981 (Case 1117)  
US No. 5060065 (Case 1118)  
CA No. 2036877 (Case 1118)

To the extent that and/or in the event that the following patents are assigned to Landrex by Teradyne or an affiliate of Teradyne, they are included in the Patent Rights.

US No. 5245421 (Case 1116)  
DE No. 341806 (Case 1116)  
EP No. 341806 (Case 1116)  
FR No. 341806 (Case 1116)  
GB No. 341806 (Case 1116)  
DE No. 336563 (Case 1117)  
EP No. 336563 (Case 1117)  
GB No. 336563 (Case 1117)  
JP No. 3056269 (Case 1118)  
KR No. 294872 (Case 1118)  
US No. 5657075 (Case 1119)  
US No. 5260779 (Case 1120)  
CA No. 2089917 (Case 1120)  
DE No. 557227 (Case 1120)  
EP No. 557227 (Case 1120)  
GB No. 557227 (Case 1120)  
JP No. 3253327 (Case 1120)

US No. 5517235 (case 1121)  
BE No. 95900530.7 (Case 1121)  
DE No. 95900530.7 (Case 1121)  
FR No. 95900530.7 (Case 1121)  
GB No. 95900530.7 (Case 1121)  
IE App. No. 95900530.7 (Case 1121)  
IT App. No. 95900530.7 (Case 1121)  
PCT App. No. 94/12703 (Case 1121)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly  
executed by their respective authorized officers as of the day and year first above written

TERADYNE, INC.

  
By: \_\_\_\_\_  
Name: R. Beecham  
Title: Vice President and CFO

LANDREX TECHNOLOGIES CO., LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TERADYNE, INC.

By:

Name:

Title:

LANDREX TECHNOLOGIES CO., LTD.

By:

Name: David Tsai

Title: President



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